Contract Database Metadata Elements

Title: Watertown City School District and the Watertown Non-Instructional 12-Month Clerical and Support Association (2009) (MOA)

Employer Name: Watertown City School District

Union: Watertown Non-Instructional 12-Month Clerical and Support Association

Local:

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For additional information on the ILR School - http://www.ilr.cornell.edu/
ARTICLE 1
RECOGNITION

The Board of Education of the Watertown City School District having recognized the Non-Instructional 12-Month Clerical and Support Association (Association) as the exclusive representative of the bargaining unit defined as those employees employed by the Watertown City School District as Account Clerk Typist, Senior Account Clerk Typist, Attendance Clerk, Audio-Visual Technician, Bookkeeper, Van Driver, Hall Monitor, Offset Printer, Typist, Senior Typist, Stenographer, Senior Stenographer, and shall exclude all other titles including the Secretary to the Superintendent of Schools, the Secretary to the Assistant Superintendent for Instruction, the Secretary to the Director of Human Resources, Secretary to the School Business Manager, the District Treasurer, and the District Clerk.

In accordance with Section 208 of the Civil Service Law of the State of New York, Board recognition entitles the Association to all rights, benefits and protections accorded by law.

In response to this recognition and in accordance with Section 210 of the Civil Service Law, the Non-Instructional 12-Month Clerical and Support Association affirms that the Association does not assert the right to strike nor will the Association or unit members cause, instigate, encourage, condone, assist or participate in a strike against the District. This affirmation is to continue in effect throughout the period of recognition.

ARTICLE 2
DURATION OF AGREEMENT

This Agreement and all its terms and provisions is effective and shall remain in full force for a period of three school years commencing July 1, 2005, and terminating June 30, 2008, and shall control and govern all matters herein set forth throughout said period.

ARTICLE 3
SALARIES

A. Except as provided in Section B, each employee shall receive a 4.3% increase in 2005 – 2006 over his or her hourly rate or salary from the previous year, a 4.3% increase in 2006 – 2007 over his or her hourly rate or salary from the previous year, and a 4.3% increase in 2007 – 2008 over his or her hourly rate or salary from the previous year.

B. If an employee is hired after July 1st of any year the salary will be prorated. If an employee is hired on or before March 31st the employee will receive the percentage increase listed in Section A above, on July 1st following employment. Employees will be hired at the appropriate hourly rate.

C. Each 12 month unit member shall receive a longevity stipend of $1,000 annually, in addition to his or her base salary, starting on July 1 in the year he or she is commencing 10, 15, 20, 25, or 30 years with the district. Each 10- or 11-month unit member shall receive a longevity stipend of $500 annually, in addition to his or her base salary, starting on July 1 in the year he or she is commencing 10, 15, 20, 25, or 30 years with the district. The District agrees to calculate in the annual raise and not remove prior to the calculation.

D. The District agrees to annualize salaries for unit members who do not work 12 months.

ARTICLE 4
VACATIONS

A. Each full-time employee covered by this Agreement whose employment is for 12-months of the year shall be entitled to an annual vacation with pay in accordance with the provisions outlined below:
1. Less than one year - Two weeks prorated
   One to six years - Two weeks vacation
   Seven to fourteen years - Three weeks vacation
   Fifteen to twenty-two years – Four weeks vacation
   Twenty-three years – Five weeks vacation

2. In determining years of service, an employee is hired pursuant to a fiscal year calendar which
   commences on July 1st of any year of an individual's employment, the standard vacation period
   shall be prorated if they actually worked less than a full 12 months. For “long-range” vacation
   computation, a full year’s employment credit shall be issued if the employee is actually employed
   on or before December 31st of any fiscal year.

B. It is in both parties interest that vacations be distributed throughout the year in a manner that prevents
   undue hardship upon those remaining employees not on vacation. The scheduling of vacations shall
   be discussed by the employee with the Building Principal, or in his/her absence, the Superintendent or
   his/her designee.

ARTICLE 5

HOLIDAYS

All bargaining unit members who are expected to report to work the day before and after the holidays listed
below will not have to report to work on the holiday and will not have his or her pay reduced for not working:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Columbus Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Veterans’ Day</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Friday after Thanksgiving</td>
</tr>
<tr>
<td>July Fourth</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
</tbody>
</table>

If Good Friday falls on a student vacation day, then the members shall receive Good Friday as a holiday. But if
Good Friday falls on a student school day, then members will work on Good Friday and will be granted
Christmas Eve Day as an alternative holiday, or another date to be mutually agreed to by the parties.

ARTICLE 6

SNOW DAYS

Employees covered by this Agreement will report to work on snow days.

ARTICLE 7

LEAVES OF ABSENCE

For any absences covered under this section, the District has the right to take whatever steps necessary to
verify the appropriate use of such leave. Furthermore, where a pattern of usage can be documented, a
doctor’s certificate or other proof acceptable to the Director of Human Resources may be required.

A. Family Illness Leave

   All unit members are entitled to six (6) days per year for illness in the immediate family subject to the
   following:

   1. For the first year of regular full-time employment, the number of days allowed will be prorated on the
      basis of one day for each two months of anticipated actual employment in that year.

   2. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild,
grandparent, or relative living in the same household.

3. When an employee is absent for three (3) or more consecutive work days for family illness, the District may request a doctor’s statement certifying as to the person who is ill and the nature of the illness.

4. Days allowed for family illness do not accumulate from year to year.

B. Bereavement Leave

1. All regular employees covered by this Agreement are entitled to up to five days of bereavement leave for only the following specified family members: mother, father, daughter, son, brother, sister, spouse, grandmother, grandfather, grandchild, or relative living in the household.

2. All regular employees covered by this Agreement are entitled to up to three days for only the following specified family members: aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. However, if out-of-state travel is required, then up to five (5) days absence will be allowed.

3. In cases of relatives other than the above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent of Schools or his/her designee, written justification as to the closeness of the relationship. In these instances, it is understood that there is no requirement to grant three (3) days of leave and that the District will consider other relations on a case-by-case basis. Furthermore, the District reserves the right to limit leave time to the day of the funeral only.

C. Necessary Business Leave

All unit members are entitled to two (2) necessary business days per year subject to the following:

1. Normally a reason or excuse for a necessary business day absence is not required, but reasonable notice must be given by the employee to his/her immediate supervisor or the Superintendent. Whenever possible, at least forty-eight (48) hours advance notice for use of a necessary business day will be given.

2. In the absence of special circumstances to be reported by the employee to his/her immediate supervisor and to the Superintendent, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.

3. Necessary business days may accumulate to a maximum of five (5) days.

4. If at the beginning of the school year the additional two (2) days granted would exceed the five (5) which is the most that may be accumulated, the excess will be credited annually to the sick leave accumulation.

5. If the employee has accumulated three (3) or more necessary business days, up to three (3) may be used in one school year without a reason or excuse.

6. Requests for use of the fourth (4th) or fifth (5th) necessary business day(s) in one school year shall be sent to the Superintendent with an explanation of the reason for which it will be used. The Superintendent has the discretion to grant or deny these requests.

D. Sick Leave

All unit members are entitled to twelve (12) sick leave days per year cumulative to a total of 204 days subject to the following:

1. For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.

2. A doctor’s certificate or other proof acceptable to the district may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.
E. **Sick Leave Incentive**

If an employee uses a combined total of two or fewer sick leave and family illness days in any year, he/she shall receive a bonus at his/her regular rate of pay, as follows:

- Use zero days - bonus of three days' pay
- Use one day - bonus of two days' pay

F. **Sick Leave Bank**

The District will maintain a sick leave bank for bargaining unit members. An employee may enroll in the sick leave bank in September. New employees may enroll when they begin employment with the District.

**ARTICLE 8**
**EXTENDED ABSENCE**

Any bargaining unit employee who is unable to return to work after exhausting sick leave may apply for a leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position.

**ARTICLE 9**
**HEALTH INSURANCE**

A. In order to qualify for health insurance, an employee must work 30 or more hours per week under this agreement.

B. For employees hired prior to July 1, 2006, the District will pay 90% of the employee’s premium cost and the employee will pay 10%. The employee’s share of the premium cost will be deducted from the employee’s paycheck.

C. For employees hired after June 30, 2006, the District will pay 85% of the employee’s premium cost and the employee will pay 15%. The employee’s share of the premium cost will be deducted from the employee’s paycheck.

D. Should the carrier for the health insurance plan be changed, the District will provide essentially the same or equivalent coverage. The Association agrees to accept any and all changes to the Jefferson-Lewis et al. School Employees’ Healthcare Plan as determined by the Plan’s Board of Trustees.

E. The District agrees to maintain a Section 125 plan for employee health insurance contributions.

F. Employees hired prior to July 1, 2006, will be eligible to continue health insurance coverage in retirement at no cost to the retiree, provided they have met the following requirements:

   a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
   b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees’ Retirement System; and
   c. meet the minimum service requirement of five (5) years of service with the Watertown City School District.

G. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirement:

   a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employee Retirement System;

Meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

<table>
<thead>
<tr>
<th>Years of Service in District</th>
<th>Employee Premium Contribution</th>
<th>District Premium Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 - 9</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>10 - 19</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>20 - 24</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>25+</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

ARTICLE 10
DENTAL INSURANCE

For any eligible participating employee in the Dental Plan, the District will contribute $50 towards the individual plan or $100 towards the family plan. For an employee to be eligible for the dental plan, the employee must work at least 30 hrs/wk. Association and District representatives shall form a committee of labor and management to review the current dental plan for possible changes. It is understood the District and all its bargaining units must agree to a change in Dental Insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board.

ARTICLE 11
RETIREMENT PLAN

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G “Career Retirement Plan” of the New York State Retirement and Social Security Law. Any full-time employee who retires by meeting the service requirements as defined by the NYS Employees’ Retirement System will be afforded Section 41(j) of the New York State Retirement Plan, which provides for the conversion of sick leave to service credit.

The maximum additional service credit allowed under Subdivision (j) is one hundred sixty five days (165). The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member’s final average salary.

ARTICLE 12
RETIREMENT INCREMENT

Any employee, working more than four (4) hours per day who retires (as defined by Employees’ Retirement System) after the completion of ten (10) years of service in the Watertown City School District, shall be compensated for each day of accumulated sick leave up to a maximum of 170 days ($3250) as follows:

- $9/day for the first 100 days
- $25/day for days 101-150
- $55/day for days 151-170

Any employee working four (4) or less hours per day shall have the above amounts prorated to one-half the amount indicated.
ARTICLE 13
EMPLOYMENT OPENINGS

The President of the Association shall be notified of any opening for a position in the bargaining unit.

ARTICLE 14
GRIEVANCE PROCEDURE

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

Definitions

Grievance - is any alleged violation of this Agreement.

Employee - is any person in the unit covered by this Agreement.

Aggrieved Party or Grievant - is any employee or group of employees it is alleged has suffered harm as a result of the alleged violation of the Agreement and who submits a grievance or on whose behalf it is submitted by the Association.

Days - Days shall mean calendar days.

Submission of Grievances

A. Except at Level 1, all grievances must be in writing and include:
   1. The name of the aggrieved party;
   2. The nature of the grievance including a specific statement of:
      a. The contract clause allegedly violated;
      b. The date, time, and place of the event giving rise to the grievance;
      c. The identity of any person(s) causing the event being grieved;
      d. The names of any witnesses to the event known to the grievant;
   3. Copies of any material, relevant documents, and records in possession of the grievant concerning the alleged grievance; and
   4. The remedy sought.

B. All responses shall be provided in writing.

C. If any one of the time requirements for presentation or appeal of the grievance by the aggrieved party is not completed pursuant to the contract, the grievance will be deemed withdrawn.

D. All grievance meetings and hearings will be conducted outside the normal work day.

Stages of the Grievance Procedure

Level 1

An aggrieved party shall present and discuss his or her grievance orally to his or her supervisor within five days after the grievance occurred or the occasion from which it arises first becomes known or should have become known to the grievant. The grievant must indicate to the supervisor the purpose of the meeting is to resolve the grievance informally. The supervisor shall provide a response in writing to the grievant within five days after the meeting.

Level 2

If the grievant is not satisfied with the written response provided at Level 1, he or she or the may appeal the response to the Superintendent. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent within five (5) days of receipt of the Level 2 decision.
Within ten days after receipt of the grievance, the Superintendent shall meet with the grievant and a representative, if desired by the grievant. The Superintendent shall provide a written response to the grievant within five (5) days of the meeting.

Level 3

If the grievant is not satisfied with the written response provided at Level 2, he or she may appeal the response to the Board of Education. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent’s office within five (5) days of receipt of the Level 2 decision. Within 15 days of receipt of the appeal, a hearing will be held by the full Board of Education or a committee of Board members. If held by a committee, the committee shall make a recommendation at the next regularly scheduled Board of Education meeting, at which the Board shall make a decision. The Board of Education shall provide a written response to the grievant within 10 days of the Board meeting at which their decision is made. The Board’s decision shall be final and binding.

ARTICLE 15
Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 16
Change Implementation

It is the intent of the parties that all rights, powers, prerogatives and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, and that with the exception of specific provisions of this Agreement the employer shall have the unrestricted right to manage its affairs.
STATUTORY NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF this Agreement has been executed this _____ day of ____________, 2006

CITY SCHOOL DISTRICT OF WATERTOWN, NEW YORK

by ____________________________
Superintendent of Schools

WATERTOWN CITY NON-INSTRUCTIONAL 12-MONTH CLERICAL & SUPPORT ASSOCIATION

by ____________________________
Association President
AGREEMENT

By and Between

THE SUPERINTENDENT OF SCHOOLS

of the

THE WATERTOWN CITY SCHOOL DISTRICT

and

WATERTOWN NON-INSTRUCTIONAL 12-MONTH CLERICAL AND SUPPORT ASSOCIATION

July 1, 2005 - June 30, 2008
TABLE OF CONTENTS

ARTICLE 1 RECOGNITION ................................................................................................................. 1
ARTICLE 2 DURATION OF AGREEMENT .......................................................................................... 1
ARTICLE 3 SALARIES ....................................................................................................................... 1
ARTICLE 4 VACATIONS ..................................................................................................................... 1
ARTICLE 5 HOLIDAYS ....................................................................................................................... 2
ARTICLE 6 SNOW DAYS .................................................................................................................... 2
ARTICLE 7 LEAVES OF ABSENCE ................................................................................................... 2
   Family Illness Leave ..................................................................................................................... 3
   Bereavement Leave ....................................................................................................................... 3
   Necessary Business Leave ............................................................................................................. 3
   Sick Leave ................................................................................................................................... 3
   Sick Leave Incentive .................................................................................................................... 4
   Sick Leave Bank ........................................................................................................................... 4
ARTICLE 8 EXTENDED ABSENCE .................................................................................................. 4
ARTICLE 9 HEALTH INSURANCE .................................................................................................... 4
ARTICLE 10 DENTAL INSURANCE .................................................................................................. 5
ARTICLE 11 RETIREMENT PLAN .................................................................................................... 5
ARTICLE 12 RETIREMENT INCREMENT ........................................................................................ 5
ARTICLE 13 EMPLOYMENT OPENINGS ......................................................................................... 6
ARTICLE 14 GRIEVANCE PROCEDURE ......................................................................................... 6
ARTICLE 15 SAVINGS CLAUSE ..................................................................................................... 7
ARTICLE 16 CHANGE IMPLEMENTATION ...................................................................................... 7
STATUTORY NOTICE ....................................................................................................................... 8
MEMORANDUM OF AGREEMENT

APPENDIX A  Grievance Form
APPENDIX A

GRIEVANCE FORM

Aggrieved party ____________________________

Please describe the nature of the grievance: ______________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

Contract provision(s) alleged to have been violated: ____________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

Date, time, and place of the event giving rise to the grievance: __________________________________
______________________________________________________________________________________

The identity of any person(s) causing the event being grieved: ________________________________
______________________________________________________________________________________

The names of any witnesses to the event known to the grievant: ________________________________
______________________________________________________________________________________

Are copies of any material, relevant documents, or records concerning the alleged grievance attached?
Yes _____ No _____

What remedy or resolution of the dispute are you seeking? _____________________________________
______________________________________________________________________________________
______________________________________________________________________________________

Signature ___________________________________________ Date ________________________________